

EXHIBIT "1"

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

(AND RELATED CROSS-ACTIONS)

1
2 A. STATEMENT OF FACTS

3 1. The Quiet Title Action

4
5 Defendant, Kasra Barghi, (hereinafter "KASRA") is Plaintiff's only living son.
6 KASRA was born on June 1, 1988 and, even in KASRA'S adult life, Plaintiff cared for, clothed,
7 fed, housed, and financially supported him. During the first half of 2017, in part due to the death
8 of Plaintiff's other son, the relationship between Plaintiff and KASRA deteriorated, resulting in
9 KASRA engaging in conduct injurious to Plaintiff. Such conduct made it necessary to obtain a
10 Preliminary Injunction and to file the lawsuit at bar. Plaintiff contends that KASRA conspired
11 with Defendants JANE I. UN (hereinafter "JANE") and DIMLUX, LLC (hereinafter "DIMLUX")
12 to fraudulently deprive him of two parcels of real property on which are located single family
13 residences in Woodland Hills, California: 5246 Campo Road (hereinafter "Campo") and 4880
14 Winnetka Avenue (hereinafter "Winnetka") respectively.
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17
18 On February 12, 2013, when KASRA was 25 years old, Plaintiff purchased the
19 Winnetka property through a real estate agent/broker, Danny Rodriguez. On April 20, 2013,
20 Plaintiff purchased the Campo property, again through Danny Rodriguez. He bought the Campo
21 property for cash and mortgaged the Winnetka property.
22

23 The history of the two purchases is as follows: On July 5, 2012, Plaintiff opened a
24 bank account at Wells Fargo under the name Mansour-Hosseini Barghi dba BARGHI
25 INVESTMENTS. (Please see Exhibit "A-1 – A-6") Plaintiff funded this account with
26 \$1,000,000.00. KASRA convinced Plaintiff that in order to protect his real estate assets from
27 any potential personal liability and potential creditor claims, placing his real property into a
28

1 Limited Liability Company (LLC) would be advisable. KASRA formed a Limited Liability
2 Company in Nevada, and called it "BARGHI REAL ESTATE INVESTMENTS, LLC"
3 (hereinafter "BREI") purportedly for Plaintiff, and on his behalf. Unbeknownst to Plaintiff,
4 KASRA secretly formed BREI in his name alone. KASRA is the sole managing member and he
5 left Plaintiff's name off the documents forming the company. Plaintiff, MANSOUR-HOSSEIN
6 BARGHI, purchased the Winnetka property in his name alone and subsequently transferred the
7 title to BREI, all the while believing he was transferring title to his real estate into a limited
8 liability company he owned in order to shield the property from any potential personal creditor
9 lawsuits and to protect his valuable assets from any exposure to personal liability. *The Campo*
10 *property was purchased by BREI, however, the only name which appears on any of the escrow*
11 *documents is MANSOUR-HOSSEIN BARGHI.* He signed the escrow papers as "President" of
12 BARGHI REAL ESTATE INVESTMENTS, LLC. It is undisputed that Plaintiff, and his
13 broker/agent Danny Rodriguez, were the only people, on the Buyer side of the transaction, who
14 had anything to do with the purchase of the properties. Danny Rodriguez will testify at the trial of
15 this matter about the purchase of both properties and the source of funds for such purchases.
16 Moreover, as Plaintiff's designated expert in the field of real estate sales, Mr. Rodriguez will
17 provide an opinion concerning the value of the two respective properties at the time of the transfer
18 to DIMLUX. Additionally, Mr. Rodriguez will testify concerning the \$500,000.00 loan to
19 DIMLUX secured by the Campo property and the subsequent foreclosure of the Campo property
20 when JANE and DIMLUX failed to pay back the loaned money. He will offer his opinion as to
21 why the Plaintiff thought he owned BREI and how the Defendants stole Plaintiff's properties out
22 from under him.
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Contrary to KASRA's unverified Cross-Complaint, the source of funds for the purchase of both properties was Plaintiff. Moreover, the only bank accounts from which money was taken for the down payment on the Winnetka property, and the cash purchase of the Campo property, belonged to Plaintiff. Even the BARGHI REAL ESTATE INVESTMENTS, LLC account at Wells Fargo Bank belonged to Plaintiff. (Please see Exhibit "A-7 -- A-12") Although KASRA was an authorized signor on the Wells Fargo accounts, it was Plaintiff's social security number, 616-01-8868, which was associated with both accounts. KASRA's social security number is nowhere to be found on any of the accounts.

Plaintiff's social security number was attached to the purchase of both properties, and, for tax purposes, only Plaintiff was liable for property taxes on both properties, even when BREI held title to the Campo and Winnetka properties. Moreover, Plaintiff was, and is, the sole mortgagee on the Freedom Mortgage loan for the purchase of the Winnetka property. This never changed even when DIMLUX took title to the Winnetka property.

MEMORANDUM OF POINTS AND AUTHORITIES

1. The Statute of Frauds

California Civil Code Section 1624 provides, in part, as follows: (a) The following contracts are invalid, unless, they...are in writing...

(3) An agreement for the ...sale of real property...

If the agreement between KASRA and DIMLUX is considered one for the sale of the Winnetka and Campo properties, the transaction fails in that a written contract with specific terms for the sale of the properties does not exist. The one page "Agreement" which purportedly

1 constitutes the business agreement concerning the properties, calls for the sale of the properties at
2 the sole discretion of DIMLUX. (Please see Exhibit "B"). Therefore, the intent was never to
3 loan money to KASRA. Rather, the intent was to pay to him a total of \$450,000 in exchange for
4 ownership of the Campo and Winnetka properties. "Collateral" is not for sale, unless the
5 borrower defaults on the loan.
6

7
8 Prior to the "Agreement" and the transfer of title to the properties to DIMLUX,
9 KASRA owed JANE a total of approximately \$100,000. JANE gave KASRA \$350,000 more
10 from \$500,000 borrowed from M&A EQUITIES. Based on the "Agreement", and JANE's
11 deposition testimony, the following facts make this clear:
12

13 1. The "Agreement" calls for the sale of the properties, and all money derived from
14 the sale of the properties goes to DIMLUX. (Exhibit "B")
15

16 2. In exchange for KASRA transferring title to the properties to DIMLUX, pursuant
17 to the "Agreement", BREI is entitled to \$500,000 to pay for BREI' s "personal expenses."
18 (Exhibit "B")
19

20 3. The amount of money given "will be determined at such time decision is made by
21 KASRA that he no longer needs personal funding." (Exhibit "B")
22

23 4. JANE testified at her deposition that KASRA was paid a total of \$350,000 from
24 the \$500,000 that DIMLUX borrowed from M&A EQUITIES . (Deposition of UN page
25 89 , line 11-15.)
26

27 In July, 2017, at a time when the relationship between Plaintiff and KASRA had
28 deteriorated completely, KASRA conspired with Defendant JANE, on behalf of her company

1 DIMLUX, to transfer the two properties from BREI to DIMLUX. Defendants JANE and
2 DIMLUX, attempted to mortgage the properties for their financial gain, on several occasions just
3 after the filing of the instant lawsuit, knowing full well that Plaintiff's Quiet Title lawsuit has
4 merit. Plaintiff and his counsel intervened when information concerning the attempt to place a
5 second mortgage on the Winnetka property was mailed to Plaintiff.
6

7
8 DIMLUX successfully borrowed Five Hundred Thousand (\$500,000) Dollars from
9 Cross-Defendant M&A EQUITIES, LLC (M&A). Such loan was secured by the Campo
10 Property. The unfortunate result of that situation was that DIMLUX defaulted on the loan and
11 M&A foreclosed. The Campo Property was sold at public auction on August 30, 2019. Thus, the
12 unlawful transfer of the Campo Property from KASRA to DIMLUX, by and through JANE,
13 resulted in the unwanted, and otherwise unnecessary, sale of the Campo property, which
14 represented approximately half of Plaintiff's life savings. Nobody but the Plaintiff was interested
15 in preserving the property to ensure that the rightful owner would end up with the house. This, of
16 course, is another fact providing circumstantial evidence that JANE is complicit in KASRA's
17 scheme to steal the properties and quickly borrow money against them.
18
19

20 On July 24, 2017, KASRA transferred both the Winnetka and Campo properties to
21 DIMLUX. KASRA hand wrote on the two deeds "convey to secure a debt". The transfer of the
22 properties to DIMLUX, was pursuant to Revenue and Taxation Code Section 11921. (Please see
23 Exhibit "C") California Revenue and Taxation Code Section 11921 provides that a real estate
24 transaction is tax exempt and free from the requirement that legal consideration must be paid for
25 the transfer of title when the title is transferred to secure a debt. There is absolutely no evidence
26 that BREI owed a debt to DIMLUX or JANE.
27
28

1 JANE, a licensed bail bond agent with several bail offices, gave deposition testimony
2 indicating that she personally loaned money to KASRA on several occasions, in various amounts,
3 prior to the transfer of the two properties to DIMLUX. Her testimony is that she always paid
4 KASRA in cash and that she did not keep a record of the amount she loaned to KASRA. She
5 estimated that the amount was close to \$100,000.
6

7
8 While it does not make any sense that, with a debt of \$100,000, the owner of real
9 property would give away \$2,000,000 worth of real property so that he could borrow another
10 \$350,000 (JANE deposition testimony) *without any possibility to get the properties back*, JANE
11 would have this court believe such is true. In fact, JANE testified in deposition that the transfer
12 of the properties to DIMLUX was to secure a past and future debt. JANE testified that Exhibit
13 "B", the "Agreement", governs the terms of the agreement for the transfer of the two properties to
14 DIMLUX. Rather than an agreement to sell real property, the agreement treats the transfer of the
15 properties as an investor agreement in which DIMLUX has the sole decision making authority
16 regarding when, and for what price, the properties may be sold.
17

18
19 Most importantly, the aforesaid agreement provides for the properties to be sold at
20 DIMLUX discretion, *with none of the proceeds of sale going to BREI*. Additionally, the
21 agreement is between BREI, and KASRA BARGHI as an individual, on the one hand, and
22 DIMLUX, LLC on the other hand. JANE loaned the money to KASRA, not DIMLUX
23 Additionally, KASRA borrowed the money, not BREI.
24

25
26 The so called "Agreement" is neither an agreement for the sale of the properties,
27 nor is it an agreement for a loan secured by real property. As a security agreement, the transfer to
28 DIMLUX fails in that KASRA never borrowed money from DIMLUX; *he borrowed money from*

1 JANE. It was therefore impossible for DIMLUX to secure a debt of KASRA'S when the owner of
2 the properties, BREI, never borrowed any money whatsoever and given that DIMLUX never
3 loaned any money. In addition, there is no provision in the agreement for the return of title to the
4 properties in the event KASRA pays the money back. In fact, the Agreement does not contain a
5 provision directing KASRA to pay any money back.
6

7
8 As a purchase agreement for two parcels of real property, the transfer fails for lack
9 of legal consideration. No consideration was exchanged in support of the transfer. There is no
10 evidence whatsoever of any debt from BARGHI REAL ESTATE INVESTMENTS, LLC to
11 DIMLUX. Therefore, the transfer is not one for collateral with which to secure a debt. Insofar as
12 the transfer of title to the two properties is unsupported by consideration, DIMLUX, is not a
13 "bona-fide purchaser for value" and title should revert back to BREI. Insofar as Plaintiff placed
14 title to both properties into BREI, based on KASRA's fraud, the title should be ordered back to
15 Plaintiff.
16

17
18 Additionally, the "Agreement" fails to satisfy the requirements of the statute of
19 frauds, codified in California Civil Code section 1624. It is neither a contract for the sale of real
20 property; nor is it a contract for repayment of a loan, secured by real property. Such contracts
21 must be in writing, with specific terms.
22

23 JANE testified in Deposition that the loan money went to KASRA in various
24 amounts when he needed money. For example, she testified that a sum of \$60,000 went to an
25 attorney who represented KASRA on a criminal matter. Additionally, according to JANE,
26 another large sum went to KASRA's former attorney of record in the case at bar. Additionally,
27
28

1 JANE testified that she bailed KASRA out of jail on from 7 to 10 occasions, and that he did not
2 pay what he owed for bailing him out of jail. Yet, she continued to “loan” him money.

3
4 . The “Agreement” states that DIMLUX will “provide \$500,000 in financing to
5 BREI to pay BREI personal expenses, and credit to an ongoing real estate project....” The
6 Agreement further provides that the amount of money up to \$500,000 “will be determined at such
7 time decision is made by KASRA that he no longer needs personal funding.” In exchange for the
8 agreement to provide KASRA with up to \$500,000, BREI was required to transfer the two
9 respective deeds to DIMLUX. (Exhibit “C”) The final baffling paragraph of the agreement
10 provides as follows: “In order to accommodate Mr. KASRA’s immediate personal funding needs
11 the net equity will be determined at such time DIMLUX sells property in an orderly fashion....”
12

13 The Agreement is important because it provides further evidence that the transfer of real property
14 from BREI to DIMLUX was unsupported by legal consideration and that the transfer did not even
15 serve the purpose as collateral for a debt, the stated purpose of the Agreement This is so for the
16 following reasons:
17

18
19 1. There is no provision which would allow BREI to take back title to the properties in the event
20 BREI paid back the credit amount extended to it.

21
22 2. The Agreement provides for personal funding to KASRA, however, the property belonged to
23 BREI.

24
25 3. The stated purpose of the agreement is to provide financing to BREI to pay its “personal
26 expenses.” The problem is that BREI, by definition, cannot have “personal expenses.”
27
28

1 4. The agreement provides that the amount of credit given to BREI will be determined at such
2 time KASRA no longer needs personal financing. The financing is given to BREI, and not to
3 KASRA.
4

5 5. The agreement purports to give DIMLUX two parcels of real property in Woodland Hills,
6 which, together, are worth approximately \$2,000,000.00, in exchange for a maximum amount of
7 \$500,000 to be given to KASRA at his request. In fact, KASRA received \$350,000 from the
8 money JANE borrowed.
9

10 6. The Wells Fargo Bank records exhibit that MANSOUR BARGHI is "President" of BREI
11 while KASRA is given the title "Senior Loan Officer". KASRA signed the one page agreement
12 as "Manager" of BREI. The transfer was effected without the knowledge and consent of the
13 Plaintiff, MANSOUR-HOSSEIN BARGHI, and he was completely unaware of KASRA'S
14 \$100,000 debt to JANE, and most certainly KASRA's new debt of \$350,000 to JANE secured by
15 the Campo property.
16
17

18 7. The deeds by which DIMLUX took title indicate that the transfer took place to secure a debt
19 to DIMLUX. The agreement does not acknowledge the collateral aspect of the agreement; rather,
20 the agreement calls for sale of the two properties. The agreement provides that "the net equity
21 will be determined at such time DIMLUX sells property in an orderly fashion...." There is no
22 definition for "orderly fashion"; nor is there any provision for when, or for what price, the
23 properties shall be sold. Coincidentally, the agreement was executed on July 24, 2017, the very day
24 the properties were transferred to DIMLUX.
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1 8. At all times, MANSOUR-HOSSEIN BARGHI was the sole mortgagee on a \$680,000 loan
2 from Freedom Mortgage for the purchase of the Winnetka Property. When title was transferred to
3 DIMLUX, Freedom Mortgage remained the mortgagor and MANSOUR-HOSSEIN BARGHI
4 remained the mortgagee. DIMLUX does not have any legal responsibility for payment of such
5 mortgage. .
6

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11 **2. ARGUMENT**

12 On February 26, 2018, Plaintiff filed his First Amended Complaint. On April 13,
13 2018 default was taken against KASRA, DIMLUX, and BREI. Plaintiff stipulated to set aside
14 the default against DIMLUX, however, KASRA and BREI remain in default.
15

16 The parties herein seem to agree that the source of funds for the purchase of the
17 two properties has everything to do with who owned the properties prior to the transfer of title to
18 DIMLUX. It follows that if the following assertions are true, title to Campo and Winnetka should
19 be restored to the Plaintiff:
20

- 21
22 1. Plaintiff's money was used to purchase the Campo and Winnetka properties,
23
24 2. Plaintiff's belief that he was the owner of BREI is reasonable
25
26 3. KASRA transferred the title to the two properties to DIMLUX without Plaintiff's knowledge
27 or consent.
28

1 4. The discrepancy between the value of the two properties and the amount of money given to
2 KASRA should put a reasonable person on notice that KASRA was not the true owner.

3
4 The records from Wells Fargo Bank are instructive. The records were produced
5 pursuant to a subpoena for records. There are two accounts relevant to the case at bar. The first is
6 the Mansour Barghi dba Barghi Investments account which was established on 7/5/2012 with a
7 deposit of one million dollars. The account number associated with this account is 7194993601.
8
9 The Business Account Application (Exhibit "A") for this account indicates the Plaintiff is the
10 "sole owner" of this account and KASRA is an authorized signor. The other account is the BREI
11 account. The account number associated with this account is 6147324161. The Plaintiff,
12 MANSOUR-HOSSEIN BARGHI is listed as "President" of BREI. KASRA is the "Senior Loan
13 Officer". Additionally, the Business Account Application , at page 6 of 6, places MANSOUR
14 BARGHI's name under the heading "Owner/Key Individual" and the word "President" appears
15 under the heading "Position/Title". The bank records indicate that the owner of the account is
16 BREI.
17

18
19 On 8/8/2012, Plaintiff instructed KASRA to withdraw the sum of \$1,046,000 from
20 the Barghi Investments account and deposit such amount into the BREI account. MANSOUR
21 HOSSEIN BARGHI's social security number is associated with the BREI account. Additionally,
22 there is a tax identification number associated with the BREI account; this number also belongs to
23 MANSOUR-HOSSEIN BARGHI. It was from the BREI account that the down payment for the
24 Winnetka property and the purchase price of the Campo property came. The evidence will prove
25 conclusively that the funds which purchased both properties originated with Plaintiff.
26
27 Additionally, from April, 2013 through July 24, 2017, Plaintiff alone paid all the expenses
28

involved with home ownership, including, but not limited to utilities, improvements, brush clearance, trash pickup and repairs.

3. CONCLUSION

The two parcels of real property were stolen by the Defendants in the case at bar. Once the properties were stolen, they remained stolen and everything which took place after title was transferred to DIMLUX took place on stolen property. The loan to DIMLUX provides circumstantial evidence of the Defendants' knowledge that the property was not KASRA's to transfer. If the property were Kasra's wouldn't a reasonable person ask why Kasra does not obtain the loan himself. Why does he need to transfer properties to Dimlux so that he may increase his \$100,000 debt to JANE UN by \$350,000? To do otherwise was too risky; his father would surely find out what he had done. To believe JANE *did not* either participate with KASRA, or, at least know that KASRA unlawfully manipulated his way into ownership of the Campo and Winnetka properties is folly.

JANE UN is neither naïve nor inexperienced. She testified in deposition that she met KASRA and MANSOUR BARGHI at an investor meeting. She also had a history with KASRA, both as a "trusted" friend, and professionally in her Bail Bond business. She loaned large sums of money to KASRA, and she had bailed him out of jail on from 7 to 10 occasions, posting large sums of money for his release from jail. After Plaintiff filed his Complaint, DIMLUX, through JANE obtained a loan secured by stolen property before the inevitable injunction was obtained. For all the reasons addressed herein, if JANE was not a willing participant in the theft, the circumstantial evidence shows that she knew KASRA could not be a property owner.

1 Another "red flag" aspect of this transaction is that there was no thought given to why
2 MANSOUR-HOSSEIN BARGHI was personally liable for the Freedom Mortgage loan when
3 KASRA represented to JANE that he owned the properties and had authority to transfer them.
4 JANE knew, or should have known, that KASRA, a 25 year old ne'er do well, who allegedly
5 owns a restaurant at which his father works and two houses, "Campo" and "Winnetka"
6 respectively, did not legitimately hold title to the two properties. She described, in her deposition
7 testimony, another KASRA: This KASRA did not have a bank account, any identification, a
8 place to sleep, or clothes on his back. When it was reported to her that KASRA was sleeping on
9 the grass in front of the jail, (having been arrested for a violation of the restraining order his
10 grandmother had after KASRA pushed her to the ground) knowing that KASRA could not go to
11 the Winnetka house where his grandmother lived, she did not ask, why he did not move into the
12 Campo house. She knew that he could not; he did not own the properties. By accepting title to
13 the properties, JANE received stolen property.
14
15
16

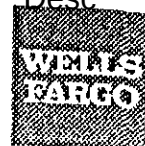
17 Dated: February 26, 2020

Respectfully Submitted,

L.A. LAW, INC.

F. BARINEJADPOUR, Esq.

Exhibit “A”



Bank Name: WELLS FARGO BANK, N.A.		Store Name: TARZANA	
Banker Name: ANTO SHAKELIAN		Officer/Portfolio Number: A1931	Date: 07/05/2012
Banker Phone: 818/344-8190	Store Number: 04550	Banker A.U. 10000912	Banker M.A.C. E2180-011

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, a address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

☒ New Deposit Account(s) Only ☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name:

Wells Fargo Business High Yield Savings

CCID	Product	Account Number	Opening Deposit	Type of Funds
114	DDA	7194993601	\$1,000,000.00	INTX

New Account Kit:

Printed

Related Customer Information

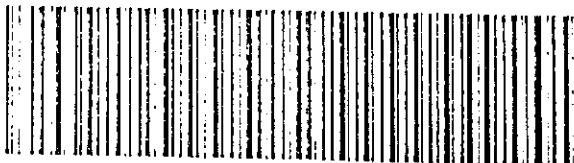
Customer 1 Name: MANSOUR BARGHI	Account Relationship: Sole Owner
Enterprise Customer Number (ECN): 209089512016710	
Customer 2 Name: BARGHI INVESTMENTS	Account Relationship: Associated Party
Enterprise Customer Number (ECN): 455472112025410	



"A" - 1

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement:	Statement Mailing Address
MANSOUR BARGHI	19245 BURBANK BLVD UNIT 12
	Address Line 2:
DBA BARGHI INVESTMENTS	
	City
	TARZANA
	State
	CA
	ZIP Postal Code
	91386-2593
	Country
	US



D - 2

BARGHI INVESTMENTS

Exhibit 1

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Account Relationship:

Associated Party

Taxpayer Identification Number (TIN):

TIN Type:

616-01-3363

SSN

Business Type:

Sole Proprietor

Business Sub-Type/Tax Classification:

Non-Profit:

No

Date Originally Established:

01/01/2000

Current Ownership Since:

Number of Employees:

1

Annual Gross Sales:

\$500,000.00

Year Sales Reported:

12/31/2010

Fiscal Year End:

Primary Financial Institution:

Number of Locations:

1

Primary State 1:

Primary State 2:

Primary State 3:

Primary Country 1:

Primary Country 2:

Primary Country 3:

Industry:

Other Services (except Public Administration)

Description of Business:

Investments

Major Suppliers/Customers:

Bank Use Only

Name/Entity Verification:

Other Agreement

Document Filing Number/Description:

not needed surname

Filing Country:

US

Filing State:

CA

Filing Date:

Country of Registration:

US

State of Registration:

CA

International Transactions:

BACC Reference Number:

612EAC2939187

Expiration Date:

Check Reporting:

NEG RECORD-APPROVED

Customer 1 Name:

BARGHI INVESTMENTS

Internet Gambling Business?

No



A-3

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Customer Name MANSOUR, BARGHI			18245 BURBANK BLVD UNIT 12		
Position/Title OTHER	Date of Birth 04/30/1955	Enterprise Customer Number (ECN) 209089512016710	Address Line 2.		
Taxpayer Identification Number (TIN) 616-01-8868			Address Line 3.		
FIN Type SSN					
Primary ID Type EASP	Primary ID Description E12522887		City TARZANA	State CA	
Primary ID St/Ctry/Prov IR	Primary ID Issue Date 10/12/2007	Primary ID Expiration Date 09/12/2012	ZIP/Postal Code 91356-2593	Country US	
Secondary ID Type OTHER, DC	Secondary ID Description WF, DC		Directional Address (Document when no physical residence, business or alternate street address.)		
Secondary ID State/Country	Secondary ID Issue Date	Secondary ID Expiration Date			
Country of Citizenship US			Check Reporting RECORD		

Certificate of Authority

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
 - (1) Enter into, modify, terminate and otherwise act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
 - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
 - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
 - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
 - (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
 - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
 - (3) the signature of the Customer, if the Customer is a sole proprietor.



SA - 1

Certified/Agreed To Case 6:20-bk-11354-MH Doc 25-1 Filed 03/09/20 Entered 03/09/20 12:41:33 Desc

Owner/Key Individual 1 Name

Exhibit 1 Page 21 of 33

Position/Title:

MANSOUR BARGHI

OTHER

Owner/Key Individual 1 Signature

- ☒ Submit manually
☐ Signature not required

Date

07/05/2012

Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends)
3. I am a U.S. citizen or other U.S. person. ☐ I am subject to backup withholding ☐ I am exempt from backup withholding

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Tax Responsible Customer Name

MANSOUR BARGHI

Taxpayer Identification Number (TIN):

616-01-8868

TIN Certification Signature:

- ☒ Submit manually
☐ Signature not required

Date

Authorized Signers - Certificate of Authority Cross Reference

Existing Customers - New Accounts

For use when persons identified as authorized signers on the customer's existing Business Account Application/Certificate of Authority are identical to the persons designated as authorized signers for the accounts listed on this Business Account Application. Please refer to the Business Account Application/Certificate of Authority currently on file for the following account.

Existing Account Number to be Cross Referenced:

5613765956

Authorized Signers - Signature Capture

Authorized Signer 1 Name

KASRA H BARGHI

Position/Title:

SR. LOAN OFFICER

Authorized Signer 1 Signature

- ☒ Submit manually
☐ Signature not required

Date:

07/05/2012



A 5

Authorized Signer 2 Signature

- ☒ Submit manually
- ☐ Signature not required

Date
07/05/2012



DA-6

Business Account Application



Bank Name: WELLS FARGO BANK, N.A. Store Name: TARZANA

Banker Name: ANTO SHAKELIAN Officer/Portfolio Number: A1931 Date: 07/31/2012

Banker Phone: 818/344-8190 Store Number: 104550 Banker AD: 0000912 Banker MAC: E2190-011

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

☒ New Deposit Account(s) Only

☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name:

Platinum Business Services Package

CCID:	Product:	Account Number:	Opening Deposit:	Type of Funds:
114	DDA	7195016204	\$100.00	CNS

Account 2 Product Name:

Wells Fargo Business High Yield Savings

CCID:	Product:	Account Number:	Opening Deposit:	Type of Funds:
114	DDA	6147324161	\$1,000,047.00	CNS

New Account ID:

Printed

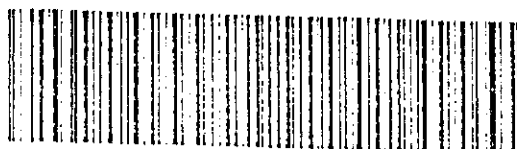
Related Customer Information

Customer 1 Name: BARGHI REAL ESTATE INVESTMENTS LLC Account Relationship: Sole Owner

Enterprise Customer Number (ECN): 107305751854715

Customer 2 Name: MAWSOUR BARGHI Account Relationship: Signer

Enterprise Customer Number (ECN): 209089512016710



4-1

Customer Name:
KASPA H BARGHI

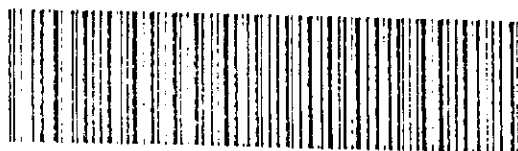
Account Relationship:
Signer

Business Account Application

Enterprise Customer Number (ECN):
567716621938217

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement: BARGHI REAL ESTATE INVESTMENTS LLC	Statement Mailing Address: 18245 BURBANK BLVD UNIT 112	
	Address Line 2:	
	City: TARZANA	State: CA
	ZIP/Postal Code: 91356-2593	Country: US



A-2

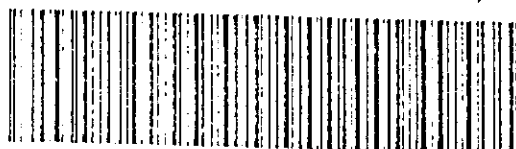
Customer I Information

Business Account Application

Customer Name: BARGHI REAL ESTATE INVESTMENTS LLC			Street Address: 18245 BURBANK BLVD UNIT 112	
Account Relationship: Sole Owner			Address Line 2:	
Taxpayer Identification Number (TIN): 46-0603019			Address Line 3:	
EIN Type: EIN				
Business Type: Limited Liability Company			City: TARZANA	
Business Sub-Type/Tax Classification: Non-Profit: No			State: CA	
ZIP/Postal Code: 91356-2593			Country: US	
Date Originally Established: 07/18/2012	Current Ownership Since:	Number of Employees: 2	Business Phone: 818/200-6611	Fax:
Annual Gross Sales: \$3,000,000.00	Year Sales Reported: 07/18/2012	Fiscal Year End:	Cellular Phone:	Pager:
Primary Financial Institution:	Number of Locations: 1	e-Mail Address:		
Primary State 1:	Primary State 2:	Primary State 3:	Website:	
Primary Country 1:	Primary Country 2:	Primary Country 3:	Sales Market: LOCAL	
Industry: Real Estate, Rental and Leasing				
Description of Business: real estate				
Major Suppliers/Customers:				

Bank Use Only

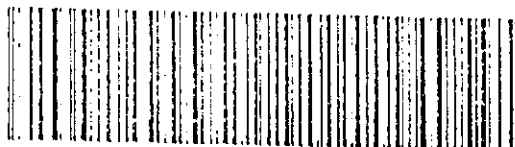
Name/Entity Verification:		Address Verification:		BACC Reference Number: 612BAC1073213	
Articles of Organization:				Expiration Date:	
Document Filing Number/Description: 2012049745902	Filing Country: US	Filing State: NV	Filing Date: 07/18/2012		
Country of Registration: US	State of Registration: NV	International Transactions:		Check Reporting: NEG RECORD-APPROVED	
Customer I Name: BARGHI REAL ESTATE INVESTMENTS LLC		Internet Gambling Business?: No			



Business Account Application

Owner/Key Individual 1 Information

Customer Name: MANSOUR BARGHI			Residence Address: 18245 BURBANK BLVD UNIT 12	
Position/Title: PRESIDENT	Date of Birth: 04/30/1955	Enterprise Customer Number (ECN): 209089512016710	Address Line 2:	
Taxpayer Identification Number (TIN): 616-01-8863		TIN Type: SSN	Address Line 3:	
Primary ID Type: PASS	Primary ID Description: E12522837		City: TARZANA	State: CA
Primary ID State/Ctry/Prov: TX	Primary ID Issue Date: 10/12/2007	Primary ID Expiration Date: 09/12/2012	ZIP/Postal Code: 91356-2593	Country: US
Secondary ID Type: OTHER ID	Secondary ID Description: WF ID		Check Reporting: RECORD	
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 07/01/2015		
Country of Citizenship: US				



A-10

Certificate of Authority

Business Account Application

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
 - (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
 - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
 - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
 - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers - Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
 - (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
 - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
 - (3) the signature of the Customer, if the Customer is a sole proprietor.

Certified/Agreed To

Owner/Key Individual 1 Name

MANSCOUR BARGHI

Position/Title:

PRESIDENT

Owner/Key Individual 1 Signature



- ☒ Submit manually
☐ Signature not required

Date:

07/31/2012



Q491

Business Account Application

Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends).
3. I am a U.S. citizen or other U.S. person. ☐ I am subject to backup withholding ☐ I am exempt from backup withholding

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Tax Responsible Customer Name:

BARGHI REAL ESTATE INVESTMENTS LLC

Taxpayer Identification Number (TIN):

46-0603019

TIN Certification Signature:

- ☒ Submit manually
☐ Signature not required

Date:

Authorized Signers - Signature Capture

Authorized Signer 1 Name:

MPISOUR BARGHI

Position/Title:

PRESIDENT

Authorized Signer 1 Signature:

- ☒ Submit manually
☐ Signature not required

Date:

07/31/2012

Authorized Signer 2 Name:

KASRA H BARGHI

Position/Title:

SR. LOAN OFFICER

Authorized Signer 2 Signature:

- ☒ Submit manually
☐ Signature not required

Date:

07/31/2012



A/B

Exhibit “B”

BUSINESS AGREEMENT

This agreement made this 24th day of July, 2017 City Of Los Angeles, State Of California, United States of America.

BETWEEN:

Dimlux LLC (DIM);

And

Barghi Real Estate Investments LLC/ Mr. Kasra H. Barghi (BREI).

DIM, will provide \$500,000.00 in financing to BREI to pay for BREI personal expenses, and credit to an on-going real estate project of which DIM and it's affiliates are involved. Credit amount will be determined at such time decision is made by Kasra, that he no longer needs personal funding. Interest will be compounding at 10% annually.

Disbursement will be paid in on an as needed basis.

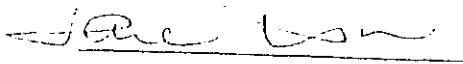
In exchange for the above credit facility, BREI will assign the ownership of the following property:

1. 5245 Campo Rd. Woodland Hills California 91364
2. 4380 Winnetka Ave. Woodland Hills California 91364

In order to accommodate Mr. Kasra's immediate personal funding needs the net equity will be determined at such time DIM sells property in an orderly fashion to maximize the potential property value.

SIGNED AND WITNESSED this 24th day of July, 2017 in the City Of Los Angeles, State of California and Country of U.S.A. by:

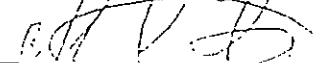
Dimlux LLC



Barghi Real Estate Investments LLC



Kasra H. Barghi- Manager



Kasra H. Barghi- Individual

Fx B

Exhibit “C”

Recording requested by
DIMLUX, LLC
650 S Grand Avenue
Los Angeles CA 90017

and when recorded, please return this deed
and tax statements to:

DIMLUX, LLC
650 S Grand Avenue
Los Angeles CA 90017

Parcel NO. 2168-004-036

For recorder's use only

California Grant Deed

- [] This transfer is exempt from the documentary transfer tax ✓
[] The documentary transfer tax is \$ 8 ✓ and is computed on:
[] the full value of the interest in the property conveyed ✓
[] the full value less the value of liens of encumbrances remaining at the time of sale

The property is located in an [] unincorporated area. [X] the city of LOS ANGELES

For a valuable consideration, receipt of which is hereby acknowledged, Barghi Real Estate
Investments, LLC, a Nevada Limited Liability Company

hereby grant(s) to Dimlux, LLC, a California Limited Liability Company

✓ Convey to Secure a Debt R & T 11921

the following real property in the City of _____, County of Los Angeles,
state of California: Lot(s) 2255 of Tract No. 6170 in the City of Los Angeles,
County of Los Angeles, State of California, as per map recorded in Book 76 Page(s) 57 to 62 of maps
in the Office of the County Recorder of said County.

B. K. B. (manager)

Date: 07/24/2017 Barghi Real Estate Investments, LLC, a Nevada Limited

Date: _____ Liability Company

State of _____
County of _____ ss:

Kasra Hossein Barghi (Manager)

On _____, 19____, before me, _____, a notary public in and for said state
personally appeared _____, personally known to me (or proved to me based
upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that (s)/he/they executed the same in his/her/their signature on the instrument the person(s) or entity
on behalf of which they acted, executed the instrument.

Signature of Notary

NOTARY SEAL

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See attached
acknowledgment

Recording requested by:
DIMLUX, LLC
650 S Grand Avenue
Los Angeles CA 90017

and when recorded, please return this deed
and tax statements to:
DIMLUX, LLC
650 S Grand Avenue
Los Angeles CA 90017
Parcel No: 2175-019-010

For recorder's use only

California Grant Deed

- ☐ This transfer is exempt from the documentary transfer tax
☐ The documentary transfer tax is \$ 21 and is computed on:
☐ the full value of the interest in the property conveyed
☐ the full value less the value of liens of encumbrances remaining at the time of sale

The property is located in an ☐ unincorporated area ☒ the city of LOS ANGELES

For a valuable consideration, receipt of which is hereby acknowledged, Barghi Real Estate
Investments, LLC, a Nevada Limited Liability Company

hereby grant(s) to Dimlux, LLC, a California Limited Liability Company

Convey to Secure a Debt R&T 11921
the following real property in the City of Los Angeles, County of Los Angeles,
state of California: Lot 2 of Tract No. 23875 in the City of Los Angeles,
County of Los Angeles, State of California, as per map recorded in Book 790 Page(s) 53 to 59
inclusive of maps, in the Office of the County Recorder of said County.

Property more commonly known as: 4880 Winnetka Ave, Woodland Hills, CA 91364

B. H. Barghi (Manager)
Date: 07/24/2017 Barghi Real Estate Investments, LLC, a Nevada Limited

Date: _____ Liability Company

State of _____ Kasra Hossein Barghi (Manager)
County of _____

On _____, 17, before me, _____, a notary public in and for said state
personally appeared _____, personally known to me (or proved to me based
upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that (s)he/they executed the same in his/her/their signature on the instrument the person(s) or entity
on behalf of which they acted, executed the instrument.

Signature of Notary

NOTARY SEAL

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See Attached
Acknowledgment